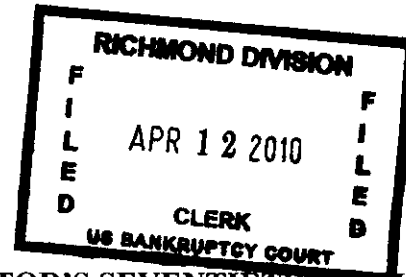


**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

IN RE:) Chapter 11
) Bankruptcy No. 08-35653 (KRH)
) Jointly administered
CIRCUIT CITY STORES INC. et. al.,)
)
)
Debtors)
_____)



**CURTISS MCGOUGH'S RESPONSE TO DEBTOR'S SEVENTIETH OMNIBUS
OBJECTION TO CLAIMS (DISALLOWANCE OF CERTAIN (I) NO LIABILITY
(LEGAL CLAIMS); (II) NO LIABILITY (SATISFIED CLAIMS); (III) NO
LIABILITY (HUMAN RESOURCES CLAIMS); AND (IV) NO LIABILITY
(MISCELLANEOUS CLAIMS))**

NOW COMES Curtiss McGough, creditor, and responds to Debtors objection to his claim as follows:

1. Debtor, Circuit City Inc., has filed an objection to the claim of Curtiss McGough and classified it as No Liability (Miscellaneous Claims) and on Exhibit F to their objection indicated they believe there is no liability, because "The Claim is based on a warranty obligation, but the Debtors are not the Obligor on the alleged warranty liability. Instead, a third party provider is liable for any such warranty claims. Accordingly, the Debtors dispute any liability with respect to this claim."
2. Creditor, Curtiss McGough, purchased the warranty as an extended warranty at the time of the purchase of his 50 inch rear projection television on April 1, 2004 which cost \$2500. This extended warranty was purchased directly from Circuit City and was through Circuit City itself, called the Circuit City Advantage Protection Plan. A copy of the renewal papers for the warranty and warranty are attached as exhibits A and B.

3. Debtor, under the warranty it sold and serviced to Curtiss McGough, promised to replace the television under the warranty under its no lemon provision, if the television had to be serviced three or more times.
4. Debtor had had to send out service employees on numerous occasions due to problems with the television it sold to Curtiss McGough. See affidavit of Curtiss McGough attached as Exhibit C.
5. Despite making requests for replacement of the television under the warranty as it provides, Debtor has not provided the replacement television. See letter from Circuit City attached as Exhibit D.
6. The television sold by Debtor to Curtiss McGough does not work, and Debtor has failed to honor the warranty, which has caused damages to Curtiss McGough, for which he timely filed this valid unsecured proof of claim.

Curtiss McGough denies that the Debtor is entitled to an order granting their objection to his claim and request the Objection as to his claim be denied and he be awarded costs for having to defend this frivolous objection.

WHEREFORE, Curtiss McGough respectfully requests this Honorable Court deny Debtors Objection to his proof of claims.

Respectfully Submitted,

Dated: 4-7-10



Curtiss McGough
17037 Stephens
Eastpointe, Michigan 48021
(586) 420-5719

**advantage™**
PROTECTION PLAN

Product: TV PROJECTION

Brand: HIT Model: 50V500

Type of Service: IN HOME

Sale Date: 04/01/2004

Exp. Date: 04/01/2008

S20497-E00025936

Circle Length of Coverage		Circle FULL or PARTIAL Payment		Total Estimated \$
1YR	2YR	Full Pay	Partial Pay	\$

B1051647059
Curtiss McGough
17037 Stephens Dr
Eastpointe, MI 48021-1708



251.99 50.39 67.20
 354.99 71.01 94.66

☐ **BILL MY CREDIT CARD** for the full amount due or the amount I have indicated above. (If I have chosen the partial pay option, charge the remaining payments, on their due dates, to my credit card.)

☐ Circuit City Charge ☐ Visa/MC ☐ AmEx ☐ Discover

CREDIT CARD #

EXP. DATE

Signature (Required for credit card payment, including Circuit City)

☐ **PAYMENT ENCLOSED.** (Please make payable to Circuit City.)

☐ **CHECK BOX** on left to indicate address or phone number change. Please update information on reverse side of this form.

☐ **E-MAIL ADDRESS** _____

Product: TV PROJECTION

Brand: HIT

MODEL: 50V500

Detach top portion and mail payment in enclosed envelope.

Exp. Date: 04/01/2008

B1051647059

Coverage	Full Payment	On Partial Payment Plan (down & 3 mos. p/mo.)
1 Year	\$ 251.99	\$ 50.39 down & 3 payments of \$ 67.20
2 Years	\$ 354.99	\$ 71.01 down & 3 payments of \$ 94.66

URGENT NOTICE!

ADVANTAGE PROTECTION PLAN EXPIRES ON 04/01/2008
RESPOND TODAY! 1-800-395-4377

Renewing your Circuit City Advantage™ Protection Plan before 04/01/2008 will ensure you continue to receive protection against the unexpected and help you enjoy your electronic equipment worry-free. Renewing is easy; simply call 1-800-395-4377 where associates are standing by to start your coverage or to assist you from 9:00am to 10:00pm, Monday through Friday (Eastern Time) or circle the desired coverage and payment options, fill in the amounts and return your order in the provided envelope.

Ensure your coverage does not lapse call 1-800-395-4377

Keep your gear working like new.

Your Circuit City Advantage™ Protection Plan provides these benefits:

- hassle-free repair or replacement*
- parts & labor at no additional cost
- convenient in-home service on TVs (25"+) & satellite dishes
- replacement & shipping on satellite receivers & DVRs
- convenient drop-off service at any Circuit City store on smaller TVs, audio/video products & car electronics
- free annual inspection & cleaning on camcorders, cassette players & micro/shelf systems
- power surge protection
- nationwide service available
- no estimates, no deductibles, no records to keep

* The Circuit City Advantage™ Protection Plan is fully and easily refundable within 30 days of purchase.

*All plans are fulfilled when the product is replaced for any reason after the expiration of the manufacturer's warranty.



Warranty Administration
 P.O. Box 90900
 Richmond, VA 23242-1000



IT'S EASY TO
 PAY BY PHONE
 9:00am to 10:00pm (ET) Mon-Fri

Habla Español? Para ayuda en español llame al 1-800-395-4377.

1-800-395-4377

G0711A014

EXHIBIT A

CITYADVANTAGESM TERMS & CONDITIONS

7. Exclusions from Service. Your Plan does not cover the following:

A. MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, NEGLIGENCE, ACCIDENT, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS, TRANSPORTATION DAMAGE (EXCEPT DAMAGE INCURRED BY AUTHORIZED SHIPMENT OF THE PRODUCT TO AND FROM AN AUTHORIZED SERVICER), DAMAGE TO CABINETRY, LACK OF MANUFACTURER SPECIFIED MAINTENANCE, IMPROPER EQUIPMENT MODIFICATIONS, VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, BURNED PHOSPHOR (INCLUDING IMAGE GHOSTING), PIXEL BURNOUT NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, OR ACTS OF NATURE OR ANY OTHER PERIL ORIGINATING FROM OUTSIDE OF THE PRODUCT.

B. DAMAGE TO CLOTHING OR FABRIC INCLUDING BUT NOT LIMITED TO TEARS, WEAR-THROUGH, PUNCTURES, BURNS, INK AND STAINS OF ANY KIND.

C. DAMAGE DUE TO WATER OR LIQUID MARKS AND/OR RINGS.

D. DAMAGE TO WATER AND GAS LINES, AND OTHER EXTERIOR PIPES OR PLUMBING, BEYOND THE COVERED PRODUCT.

E. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THE CONTRACT.

F. LOSS OF OR DAMAGE TO RECORDING MEDIA, SOFTWARE OR DATA.

G. CONSUMABLES SUCH AS BATTERIES, TONER, RIBBONS, DRUMS, BELTS, OR CONSUMER REPLACEABLE PRINTER HEADS.

H. UNAUTHORIZED TRANSPORTATION CHARGES IF SERVICE IS SPECIFIED ON YOUR SALES RECEIPT AS DROP-OFF.

I. COMMERCIAL-USED PRODUCTS.

J. PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS.

K. ANY REPAIR THAT IS A RESULT OF A RECALL, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS.

L. PRODUCTS LOCATED OUTSIDE OF THE 48 CONTIGUOUS UNITED STATES AND HAWAII.

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CITYADVANTAGESM TERMS & CONDITIONS

M. REPAIR OF PRODUCT UPON THE NONCOMPLIANCE BY YOU OF ANY PART OF SECTION 14.

N. EXCEPT AS OTHERWISE INDICATED, CLEANING OR OTHER PREVENTATIVE MAINTENANCE.

8. Replacement Parts. In connection with the repair service for a covered Product as provided under this Plan, the Service Provider or its designee, at its sole discretion, may use replacement parts which are new or rebuilt parts that perform to the factory operational specifications of the Product.

9. No Lemon Guarantee. During the term of the Contract, if Your Product is repaired twice and it fails a third time, as verified by the Service Provider, We will replace it under Our No Lemon Guarantee. Replacement products will be of equal or similar features and functionality, though not necessarily of the same brand. Replacement products may be new or rebuilt at the sole discretion of the Service Provider. A condition of replacement is that You may be required to return the original Product to the Service Provider, at the Service Provider's reasonable expense, upon receipt of the replacement product. Service events that don't result in a physical repair such as "customer education," "no defect found," or cleaning and preventative maintenance do not constitute a repair event.

10. Non-Repairable Products. If the covered Product is deemed non-repairable, at the sole determination of the Service Provider or its designee, We will replace it with a product of equal or similar features and functionality, though not necessarily of the same brand. Replacement products may be new or rebuilt at the sole discretion of the Service Provider. A condition of replacement is that You may be required to return the original Product to the Service Provider, at the Service Provider's reasonable expense, upon receipt of the replacement product.

11. Cancellation. You may cancel the Contract for any reason at any time. We may cancel the Contract only under the circumstances provided in Section 11C below.

A. If You cancel the Contract within thirty (30) days of receipt of the Contract, You will receive a full refund. If You purchased the Contract at a Circuit City store location, You may initiate cancellation of Your Contract within the first thirty (30) days at any Circuit City store location. If You purchased the Contract by phone or via internet, You may initiate cancellation of Your Contract at any Circuit City store location or submit a written notice to the Administrator at Circuit City Stores, Inc., Service Contract Administration, 9950 Mayland Drive, Richmond, Virginia 23233.

B. If You initiate cancellation of Your Contract at any time after the first thirty (30) days of receipt of the Contract, You will

WAMIESP203

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**UNITED STATES BANKRUPTCY COURT
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IN RE:) Chapter 11
) Bankruptcy No. 08-35653 (KRH)
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)
)
Debtors)
_____ /

AFFIDAVIT OF CURTISS MCGOUGH

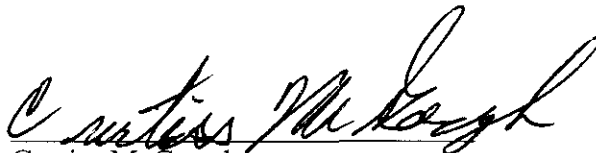
STATE OF MICHIGAN
COUNTY OF MACOMB

CURTISS MCGOUGH being sworn, says:


1. Curtiss McGough is a creditor in this Bankruptcy.
2. I purchased a Hitachi 50 inch rear projection television with the extended Circuit City Advantage Protection Plan warranty on or about April 1, 2004 and which I later extended at additional cost to me.
3. The first problems with the television where approximately one year after I purchased the television, for which I contacted Circuit City and they came out and repaired the television under the warranty.
4. Then in January and February 2007, the television continued to have problems for which I contacted Circuit City for which Circuit City technicians had to come out five times to repair the television.
5. The problems returned in January 2008 and Circuit City technicians were sent out an additional seven times to try and repair the television, which they could not.

EXHIBIT C

6. In March 2008 before my warranty expired, I requested a replacement television under the "no lemon guarantee" of the warranty as it had been repaired more than the required three times, but Circuit City refused to honor the warranty and give me a replacement television.


Curtiss McGough

Subscribed and sworn to before me this 7th of April, 2010


Notary Public Lauren A Benitz
Oakland County, State of Michigan

Acting in Macomb

My commission expires: 08-09-2011



Circuit City Stores, Inc.
Legal Department
17050 Mound Road
Sterling Heights, MI 48310-1604
Tel: 800.446.6400
Fax: 584.366.3038

RECEIVED APR 24 2008

Anna Marie Henderson, Temporary Paralegal
(804) 486-7354
E-mail: annamarie.henderson@leclairryan.com

April 18, 2008

Carol Stevens, Esquire
UAW Legal Services
36177 Mound Road
Sterling Heights, MI 48310

RE: Curtiss & Barbara McGough
17037 Stephens Drive
Eastpointe, MI 48021

Dear Ms. Stevens:

I am in receipt of your correspondence dated March 19, 2008 with respect to the McGough's Hitachi television. Our records indicate that the McGough's have had two service calls on their television which resulted in parts replacement. Our No Lemon Guarantee states that "during the term of the Contract if your product is repaired twice and it fails a third time, **as verified by your service provider**, we will replace it under our No Lemon Guarantee." At this time, the McGough's do not qualify for a replacement given their current service history. Please have them call and set up another service appointment with Circuit City. If our service provider verifies that his television has failed for a third time (which would result in parts having to be replaced) they will then qualify for a replacement television.

If you have any questions, feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Anna Marie Henderson".

Anna Marie Henderson
Paralegal

EXHIBIT D

**UNITED STATES BANKRUPTCY COURT
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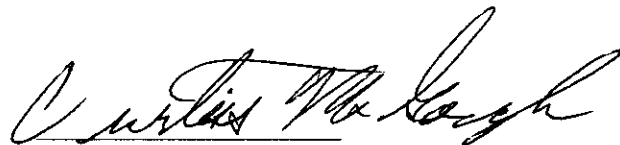
CERTIFICATE OF MAILING

I, Curtiss McGough, hereby certify that on the date indicated below, a copy of the Curtiss McGough's Answer to Debtor's Seventieth Omnibus Objection to Claims was mailed to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square
PO Box 636
Wilmington, DE 19899-0636
Attn: Gregg M. Galardi/Ian S. Fredericks

McGuirewoods LLP
One James Center
901 E. Cary Street
Richmond, VA 23219
Attn: Dion W. Hayes/Douglas M. Foley

Skadden, Arps, Slate, Meagher & Flom, LLP
155 North Wacker Drive
Chicago, IL 60606
Attn: Chris L. Dickerson



Curtiss McGough
17037 Stephens
Eastpointe, Michigan 48021
(586) 420-5719

Dated: 4-7-10